

# Ticketcounter's Ticket Terms

## Article 1 Definitions

**Subscription or multiple access** means a document allowing multiple access to a Park, or access to an agreed and defined number of Parks, as well as the "multi-entry tickets". The applicable subscription conditions are made available by the Park. For all other things, the conditions as described for Tickets of applications are set out in these Ticket Terms and Conditions;

**Electronic method** means the delivery of Tickets by means of digital communication methods such as email, internet or other digital methods;

**Customer** means the natural person or legal entity ordering Tickets;

**Agreement** means the agreement, including terms and conditions, governing the purchase of Tickets by the Customer and their delivery by Ticketcounter;

**Park or Parks** means the party or parties that have an agreement with Ticketcounter for the electronic (re)sale of Tickets for the purpose of granting access to the Park (such as, for example, a day recreation park, zoo, event, museum or place of experience);

**Park Rules** means the applicable conditions and rules when visiting the Park as formulated by the owner/operator of the Park, that has entered into an agreement with Ticketcounter for the resale of Tickets;

**Ticket (or e-Ticket)** means the electronically purchased document (electronic and/or printed on paper) and the applicable terms and conditions, with which the Customer can gain access to the Park one time only, unless stated otherwise on the website and/or the Ticket;

**Ticketcounter** means Ticketcounter BV, which on behalf of the Park, issues Tickets from its systems, organizes and verifies payment and sends Tickets to the Customer;

**Ticket Terms** means the present terms and conditions that apply to the purchase of Tickets by Customers.

## Article 2 Applicability

1. These Ticket Terms apply to all purchases (orders) of Tickets. In cases not provided for in the Ticket Terms, Ticketcounter shall decide.
2. In addition to these Ticket Terms, the Park Rules always apply when using the Ticket. The Park Rules can be obtained from the Park upon request.
3. The Ticket Terms, which can be updated periodically, can be viewed and downloaded via <https://ticketcounter.nl/aww.pdf>. The Ticket Terms can also be requested via [info@ticketcounter.eu](mailto:info@ticketcounter.eu).

## Article 3 Tickets

1. Ticketcounter is responsible for correct (bar) codes on Tickets. In the event of complications in gaining access to the Park, Ticketcounter will only act as an intermediary.
2. Each Ticket has a unique (bar) code in combination with a unique serial number. Readable text on the Ticket is also included in the (bar) code. The (bar) code must be able to be scanned in order to gain access to the Park.
3. A Ticket is valid only once, unless (as with Subscriptions) stated otherwise on the website and/or the Ticket. With a Ticket, only one person (who meets the criteria stated on the Ticket) may be admitted to the Park, unless the Ticket explicitly states that it is a group ticket, in which case separate conditions may apply.
4. Tickets have a limited validity and have a validity date or period. After this date or period, the right of admission expires. Tickets will not be paid out or refunded and the validity of the Tickets cannot be extended or adjusted.
5. The Customer must ascertain for itself whether the Park is able to check the validity of the Ticket in the event of an electronic offer (scanning from a smartphone) at the time of granting access to Park. If a paper printout of the Ticket is required for access, the Customer must provide a paper printout itself. The Customer must ensure that the printout is of sufficient quality. Non-scannable Tickets may be refused, in which case the Park may decide not to grant access.
6. The Tickets are for the Customer's own use and may not be resold. In the event of suspicion of resale, Ticketcounter may decide to invalidate the Tickets.
7. The Customer is not entitled to make changes to the Tickets or to use the text and logos used for other purposes.

## Article 4 Formation of the agreement

1. The purchase of Tickets by the Customer takes place at the Park. Ticketcounter is an intermediary in the purchase through its ticketing platform. The purchase, which is the conclusion of the Agreement, becomes final upon acceptance of payment through the payment method chosen by the Customer. Ticketcounter will then deliver the Tickets on behalf of the Park.
2. The Park Rules are always applicable. By ignoring or violating the Park Rules, (further) access to the Park may be denied. The Park Rules and the opening hours of the Park can be requested from the Park.
3. Ticketcounter and/or the Park may set a maximum number of Tickets that can be purchased per Agreement. Ticketcounter can set this maximum per payment method and/or per Customer address (including e-mail address). If more Tickets are required than the maximum allowed, the Park must be contacted.
4. Ticketcounter reserves the right to refuse a purchase order without further reason. Ticketcounter may, among other things, annul the Agreement on the basis of the presumption, based on its judgment, of the use of automated (order)systems. In these cases, the payment will be reversed with, if necessary, deduction of costs incurred. The Customer will be informed of the reverse payment, by Ticketcounter at the address used for the order.
5. The Customer is responsible for making the right choice regarding the type and number of Tickets and must do so before purchasing them. The Customer is responsible for providing the correct details necessary to process payments using the options offered on the website. The provision of incorrect or incomplete data may result in Tickets not being delivered.

6. The right of withdrawal is applicable within 14 days of purchase of Tickets that are still valid at the time of cancellation. The right of withdrawal is not applicable to i) Tickets purchased for use on one or more fixed dates and/or ii) to Tickets valid for a fixed period of up to 14 days.

## Article 5 Prices and Payment

1. All ticket prices mentioned on the website are inclusive of VAT and without other costs. Other promotions and/or discounts are not applicable to the Tickets.
2. All prices stated on the website are determined by the Park. Ticketcounter is an intermediary between Park and the Customer and is not the owner of Tickets.
3. Tickets can only be purchased using the payment methods displayed on the website.
4. In the event of refusal to accept a payment (e.g. credit card or Ideal), Ticketcounter is not responsible and not a party in this.
5. If an initially accepted payment turns out to be reversed (cancelled by the organization of the chosen payment method), Ticketcounter may decide to invalidate and cancel Ticket(s).

## Article 6 Delivery

1. Ticketcounter issues the Tickets to the Customer exclusively as e-Tickets. The Customer is responsible for providing correct electronic (delivery) addresses.
2. The delivery term for payment with IDEAL/creditcard/PayPal shall be within 30 minutes of receipt of payment, with a maximum of two working days.
3. The delivery term in case of a one-time authorization shall be within two to three working days, with a maximum of five working days, after receipt on the indicated (bank) account.
4. After expiration of the delivery term and if the Tickets have not been delivered yet, Customer has the right to cancel the purchase and get the paid amounts refunded. Therefore, the Customer must give Ticketcounter written notice of default with a request for a refund.

## Article 7 Liability

1. In the event of breach or tort that is attributable to Ticketcounter, Ticketcounter's liability shall in all cases be limited to the maximum of the amount charged to the Customer for the Tickets.
2. Ticketcounter is not liable for technical faults of any nature whatsoever as a result of which payments cannot be processed and/or authorized or cannot be processed timely or correctly.
3. Ticketcounter is not liable for cancellations, terminations, blockades, changes to opening hours or closures, relocations or complications in providing access to the Park. It is the Customer's responsibility to obtain timely and adequate information in this respect.
4. Ticketcounter is not liable for the nature and content of the Park.
5. Ticketcounter is not liable for damage, whether immaterial, material or physical, or in any way whatsoever, as a result of a visit to the Park.
6. Ticketcounter is not liable for incomplete or incorrect information on the Park's website.

## Article 8 Privacy

1. Ticketcounter applies a privacy policy in accordance with the General Data Protection Regulation (GDPR) as can be seen at <https://ticketcounter.nl/privacy/>.

## Article 9 Force Majeure

1. Ticketcounter shall not be obliged to comply with any obligation if it is prevented from doing so as a result of a circumstance that is not its fault or is not accountable to Ticketcounter by virtue of the law, a legal act or generally accepted views.
2. In these Ticket Terms, force majeure is understood to mean, in addition to what is understood in this respect by law and jurisprudence, all external causes, foreseen or not foreseen, on which Ticketcounter cannot exercise any influence but as a result of which Ticketcounter is unable to fulfil its obligations. Such as, but not limited to, fire, strikes, war, riots, sabotage, malfunctions in infrastructure such as transport strikes, floods, stoppages, malfunctions in networks or in equipment connected to them, including the Internet, telecommunications and company networks.

## Article 10 Miscellaneous

1. If a situation arises in which no access has been granted to the Customer or in which access restrictions have been imposed, as a result of which the Park decides that the Customer is entitled to a refund, this will be done under the Park's terms and conditions and Ticketcounter is not a party to this.
2. If the Ticket Terms are applicable in case of Ticket purchases, then Dutch law shall be applicable.
3. Ticketcounter can be reached during office hours via [info@ticketcounter.eu](mailto:info@ticketcounter.eu).